

STATE OF SOUTH DAKOTA     )  
                                                  ) ss  
COUNTY OF \_\_\_\_\_ )

IN CIRCUIT COURT  
\_\_\_\_ JUDICIAL CIRCUIT

Juv. No. \_\_\_\_\_

**24/7 SOBRIETY PROGRAM  
PARTICIPATION AGREEMENT  
(Twice-a-Day PBT, UA, Drug Patch)**

I, \_\_\_\_\_, have agreed to my placement in the 24/7 Sobriety Program (hereinafter referred to as "Program"). As a condition of being placed in this Program, I agree to strictly comply with all Program requirements set forth in this Agreement or in the Additional Conditions (24/7 Sobriety Program), and to follow the instructions of the designated representative of the agency or entity where I enrolled in the Program (hereinafter referred to as "Contact Person"). I hereby agree to the following conditions:

1. I will assist in my enrollment in the 24/7 Sobriety Program and execute all documents that are part of the enrollment process.
2. I shall timely report and submit to all ordered or directed tests at the location stated in the placement order or directive or as designated by my Contact Person, as follows (appropriate blanks to be initialed by Witness):

\_\_\_\_\_ Twice daily PBT tests. The PBT tests will take place daily between the hours of \_\_\_\_\_:\_\_\_\_ a.m. and \_\_\_\_\_:\_\_\_\_ a.m. and between \_\_\_\_\_:\_\_\_\_ p.m. and \_\_\_\_\_:\_\_\_\_ p.m.

\_\_\_\_\_ Urinalysis (UA) tests when directed by my Contact Person or Department of Social Services case worker.

\_\_\_\_\_ Drug Patch testing. Application and removal of patches will be at the times directed by my Contact Person.

3. Unless the court has ordered otherwise, I shall pay all testing and participation fees as set by administrative rule for the testing I have been placed on. I understand these fees may change while I am on the program. Currently fees for the PBTs are \$1.00 per test and \$1.00 per day participation fee to maximum of \$30.00 for participation fees, drug patches are \$40.00 per patch attached and/or UAs are \$10.00 per test, and are to be paid in advance or at the time of testing. Unless the court has ordered otherwise, in the event I have a positive UA sample, I also agree to be responsible for payment for any additional testing and analysis of the sample that may be requested by my Contact Person.

4. I will not possess or consume any controlled drug or substance or marijuana, nor will I knowingly be present where other persons are doing so.
5. I will not consume any alcohol, nor will I enter any bar or other establishment where alcohol is offered for sale and consumption on the premises.
6. I will not consume or use any of the following items for a period of at least 30 minutes before PBT testing: mouthwash, toothpaste, cough syrup, carbonated beverages, food and tobacco products.

I understand that my failure to comply with this Agreement or the instructions of my Contact Person will be considered a violation of the Additional Conditions (24/7 Sobriety Program) placing me in the Program and may result in adverse legal consequences, including the removal by the Department of Social Services of a child from my physical custody and the termination of my parental rights. Should I at any time fail to report for or submit to a test, or should I otherwise violate any of the conditions of this Agreement, or should any amount of alcohol be indicated by a PBT, or should any amount of alcohol, marijuana or a controlled drug or substance be indicated by a UA or drug patch, I understand that I will be reported and the Department of Social Services may remove a child from my physical custody, with or without the assistance of law enforcement and without the necessity of a court hearing but subject to a subsequent court hearing within forty-eight hours of the removal.

I understand that information regarding my participation in this Program, including my enrollment, reporting, test results, and payment of fees, will be placed in a reporting system that is operated by the Attorney General's Office and may be accessed by state and local agencies associated with my placement in the Program.

### **ACKNOWLEDGEMENT**

I, \_\_\_\_\_, hereby acknowledge that I have read this Participation Agreement and understand its terms. I agree to comply with each of the conditions of my participation in the 24/7 Sobriety Program.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Participant's signature

\_\_\_\_\_  
Witness' name and title (please print or type)

\_\_\_\_\_  
Witness' signature